

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

**CORRECTION AND SUPERSEDING
AMENDMENT AND RATIFICATION**

(BERNARD C. WILLIAMS, JR, TRUST LEASE and TODD-JARVIS GAS UNIT)

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

WHEREAS, Bernard C. Williams, Jr., Trust, Van Zandt Jarvis Williams, as Trustee, as Lessor ("Lessor"), and Chief Oil & Gas, LLC, as Lessee, entered into that certain Oil, Gas and Mineral Lease dated January 12, 2001, which is recorded at Volume 14796, Page 440, of the Official Records of Tarrant County, Texas, covering 420.327 acres ("the Land") of land out of the SCT Ford Survey, A-531, John Hibbins Survey, A-639, and Benjamin Thomas Survey, A-1497, Tarrant County, Texas, as ratified by that certain instrument acknowledged February 7, 2002, and recorded as Instrument No. D202043410 of the Official Records of Tarrant County, Texas, as ratified by that certain instrument acknowledged February 12, 2002, and recorded as Instrument No. D202049089 of the Official Records of Tarrant County, Texas, as extended by that certain instrument dated September 25, 2003, and recorded as Instrument No. D203387943 of the Official Records of Tarrant County, Texas, as extended by that certain instrument dated December 2, 2003, and recorded as Instrument No. D203456331 of the Official Records of Tarrant County, Texas, all references to said lease being "said Lease";

WHEREAS, Devon Energy Production Company, L.P., (hereinafter called "Lessee") is the present owner and holder of said Lease;

WHEREAS, a portion of the Lands specifically described in the Lease and other lands have been included in that certain 286.4 acre Todd-Jarvis Gas Unit (hereinafter called "Gas Unit") formed by that certain Declaration of Unit dated June 3, 2004, and recorded as Instrument No. D204183972 of the Official Records of Tarrant County, Texas, as amended by that First Amended Declaration of Unit dated March 29, 2006, and recorded as Instrument No. D206093486 of the Official Records of Tarrant County, Texas, as amended by that Second Amendatory Instrument dated September 7, 2007, and recorded as Instrument No. D207322372 of the Official Records of Tarrant County, Texas;

WHEREAS, that certain Amendment and Ratification dated July 11, 2008, and recorded as Instrument No. D208365806 of the Official Records of Tarrant County, Texas, (hereinafter referred to as "Original Amendment and Ratification") incorrectly states the total acreage covered to be 768.315 acres;

WHEREAS, Lessor and Lessee desire to correct the error in the Original Amendment and Ratification to reflect the correct total acreage covered to be 440.327 acres;

NOW THEREFORE, in consideration of the mutual promises by Lessor and Lessee, and in consideration of the premises generally, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee do hereby agree to amend said Lease as follows:

*To add the following described 20 acre tract to the legal description of said Land, thereby changing the total acreage covered by said Lease to **440.327 acres**:*

"A portion of the S. C. T. Ford Survey, Abstract No. 531, situated about 12 miles N 15 W from the Courthouse in Tarrant County, Texas, and embracing a portion of the tract conveyed to Herbert Noble and Donald deLackner by a deed of record in Vol. 2142, Page 473 of the deed records of said Tarrant County.

Commencing at the northwest corner of the First Tract in said deed and then run South 89 degrees 58 minutes East, along the north line of said tract, 714 8/10 feet and then run South 6 degrees 58 minutes East 907 5/10 feet to an iron for the northeast and beginning corner of the tract herein described.

Thence South 6 degrees 58 minutes East 1979 5/10 feet to a point from which an iron bears North 83 degrees 02 minutes East 15 feet.

Thence South 83 degrees 02 minutes West 357 feet to an iron.

Thence North 6 degrees 21 minutes West to and along a line which is 9 feet easterly from and parallel with the center line of a spur tract, 200 feet to the beginning of a curve to the left; and then along said curve, 9 feet from and concentric with said center line of spur track; 256-4/10 feet to the end of said curve; and then North 36 degrees 28 minutes West 9 feet from and parallel with said center line, 64 feet to the beginning of a curve to the right; and then along said curve, 9 feet from and concentric with said center line, 31 4/10 feet to an iron in the east line of the right-of-way of the main line of the Fort Worth and Denver City Railway Company and the west line of said Noble and deLackner First Tract.

Thence along said common line: North 6 degrees 51 minutes West 1057 5/10 feet to the beginning of a curve to the left; and then along said curve 393 3/10 feet to an iron.

Thence North 83 degrees 02 minutes East 467 9/10 feet to the place of beginning and containing 20 acres."

Lessor does hereby adopt, ratify and confirm said Lease, as herein amended, and the Gas Unit, and further does hereby let, lease and grant unto Lessee the 440.327 acres of land described in said Lease, as herein amended, in accordance with the terms of said Lease.

This instrument may be executed in multiple counterparts, each of which shall have the effect of execution of the original instrument. Failure of any party to execute a counterpart shall not render this instrument ineffective as to any other party who does execute a counterpart, but shall be binding upon the executing parties, their successors and assigns. Executed counterparts may be combined into one or more instruments for recordation, by combining the signature pages and acknowledgements, and the executing parties agree that the instruments shall be effective for all purposes as a single instrument.

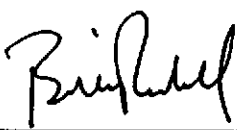
Executed as of this the _____ day of _____, 2009, but effective as of January 12, 2001.

LESSOR:

LESSEE:

DEVON ENERGY PRODUCTION COMPANY, L.P.

By: _____
Nina Williams Fox

By:  _____
Bill A. Penhall, Agent and Attorney-in-Fact *u*
cl

By: _____
Tia Williams

By: _____
Britt Williams Willard

Thence South 6 degrees 58 minutes East 1979 5/10 feet to a point from which an iron bears North 83 degrees 02 minutes East 15 feet.

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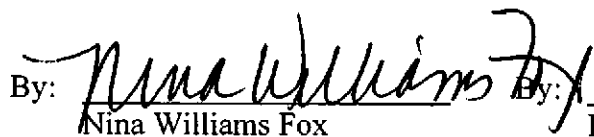
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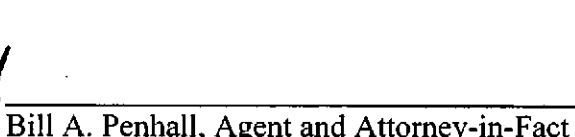
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LESSEE:

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By: 
Nina Williams Fox

By: 
Bill A. Penhall, Agent and Attorney-in-Fact

By: _____
Tia Williams

By: _____
Britt Williams Willard

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LESSEE:

DEVON ENERGY PRODUCTION COMPANY, L.P.

By: _____
Nina Williams Fox

By: _____
Bill A. Penhall, Agent and Attorney-in-Fact

By: 
Tia Williams

By: _____
Britt Williams Willard

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LESSOR:

LESSEE:

DEVON ENERGY PRODUCTION COMPANY, L.P.

By: _____
Nina Williams Fox

By: _____
Bill A. Penhall, Agent and Attorney-in-Fact

By: _____
Tia Williams

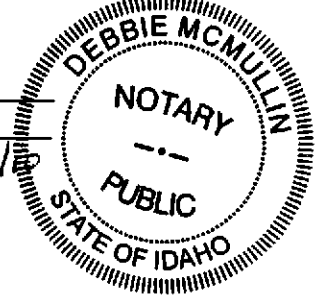
By: 
Britt Williams Willard

ACKNOWLEDGMENTS

STATE OF Idaho §
COUNTY OF Blaine §

This instrument was acknowledged before me on this the 1st day of July, 2009, by Nina Williams Fox.

Debbie McMullin
Notary Public, State of IDAHO
Exp. 12/9/10



STATE OF _____ §
COUNTY OF _____ §

This instrument was acknowledged before me on this the _____ day of _____, 2009, by Tia Williams.

Notary Public, State of _____

STATE OF _____ §
COUNTY OF _____ §

This instrument was acknowledged before me on this the _____ day of _____, 2009, by Britt Williams Willard.

Notary Public, State of _____

STATE OF OKLAHOMA §
COUNTY OF OKLAHOMA §

This instrument was acknowledged before me on this the _____ day of _____, 2009, by Bill A. Penhall, Agent and Attorney-in-Fact for Devon Energy Production Company, L.P.

Notary Public, State of Oklahoma

ACKNOWLEDGMENTS

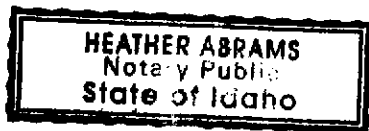
STATE OF _____ §
COUNTY OF _____ §

This instrument was acknowledged before me on this the _____ day of _____, 2009, by Nina Williams Fox.

Notary Public, State of _____

STATE OF Idaho §
COUNTY OF Blaine §

This instrument was acknowledged before me on this the 20th day of April, 2009, by Tia Williams.



Heather Abrams
Notary Public, State of Idaho
my com exp 2/15/2012

STATE OF _____ §
COUNTY OF _____ §

This instrument was acknowledged before me on this the _____ day of _____, 2009, by Britt Williams Willard.

Notary Public, State of _____

STATE OF OKLAHOMA §
COUNTY OF OKLAHOMA §

This instrument was acknowledged before me on this the _____ day of _____, 2009, by Bill A. Penhall, Agent and Attorney-in-Fact for Devon Energy Production Company, L.P.

Notary Public, State of Oklahoma

ACKNOWLEDGMENTS

STATE OF _____ §
COUNTY OF _____ §

This instrument was acknowledged before me on this the _____ day of _____, 2009, by Nina Williams Fox.

Notary Public, State of _____

STATE OF _____ §
COUNTY OF _____ §

This instrument was acknowledged before me on this the _____ day of _____, 2009, by Tia Williams.

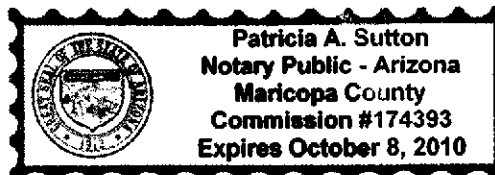
Notary Public, State of _____

STATE OF Arizona §
COUNTY OF Maricopa §

This instrument was acknowledged before me on this the 13 day of July, 2009, by Britt Williams Willard.

Patricia A. Sutton
Notary Public, State of Arizona

STATE OF OKLAHOMA §
COUNTY OF OKLAHOMA §



This instrument was acknowledged before me on this the _____ day of _____, 2009, by Bill A. Penhall, Agent and Attorney-in-Fact for Devon Energy Production Company, L.P.

Notary Public, State of Oklahoma

ACKNOWLEDGMENTS

STATE OF _____ §
COUNTY OF _____ §

This instrument was acknowledged before me on this the _____ day of _____, 2009, by Nina Williams Fox.

Notary Public, State of _____

STATE OF _____ §
COUNTY OF _____ §

This instrument was acknowledged before me on this the _____ day of _____, 2009, by Tia Williams.

Notary Public, State of _____

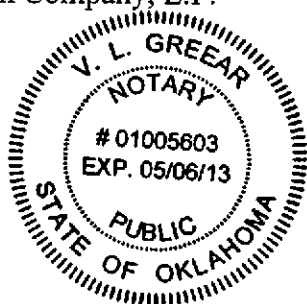
STATE OF _____ §
COUNTY OF _____ §

This instrument was acknowledged before me on this the _____ day of _____, 2009, by Britt Williams Willard.

Notary Public, State of _____

STATE OF OKLAHOMA §
COUNTY OF OKLAHOMA §

August This instrument was acknowledged before me on this the 5th day of _____, 2009, by Bill A. Penhall, Agent and Attorney-in-Fact for Devon Energy Production Company, L.P.



V. L. Greear
Notary Public, State of Oklahoma